

**Field & Installation Readiness
Support Team (FIRST)
Multiple Award IDIQ**

ORDERING GUIDE



**Army Contracting Agency
Southern Region Contracting Center-East
Fort McPherson, Georgia**

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CHAPTER 1

GENERAL INFORMATION

A. OVERVIEW:

1. The objective of FIRST is to provide innovative and responsive logistics support to meet the evolving mission needs of the war fighter. The Scope of Work provides Task Areas that define functional and programmatic services that may be required by Headquarters Army Material Command (AMC); Headquarters, Forces Command (HQ FORSCOM); Headquarters Installation Management Command (IMCOM) (Logistics); Headquarters, U.S. Army Reserve Command (HQ USARC); Headquarters, Third Army U.S. Army Central Command (ARCENT), Headquarters, U.S. First Army, and all other Army or Department of Defense (DOD) Agencies, authorized to place orders against FIRST contracts. Services may be required in Continental United States (CONUS) or outside the Continental United States (OCONUS) locations. Specific requirements and standards of performance will be provided in each task order.

SUPPORT FOR AVIATION ASSETS IS NOT INCLUDED IN THE SCOPE OF THE FIRST MULTIPLE AWARD INDEFINITE DELIVERY INDEFINITE QUANTITY (MAIDIQ).

2. FIRST was solicited and awarded as a result of two separate solicitations: one that was a 100% set-aside for small business (hereafter referred to as the small business or restricted suite) and the other as a full and open competition (hereafter referred to as the unrestricted suite).

3. The scope of the FIRST contracts is separated into clearly defined task areas. Specific task areas are authorized as **EITHER** under the restricted or unrestricted suite. The Task Areas are set forth below to include designation of which suite the areas are included.

Competition defined in FAR 16.505(b) as the provisions of fair opportunity at the task order level, will occur in one suite or the other. Competition will not occur between the suites. The Task Order Contracting Officer will determine under which suite the requirement will be competed. The following provides a decision matrix under which suite requirements shall be competed. Estimated task order values are inclusive of options.

<u>Task Area</u>	<u>Small Business Set Aside/ Restricted Suite</u>	<u>Full and Open Competition/ Unrestricted Suite</u>
1	TO is estimated at \leq 5M	TO is estimated at $>$ \$5M
2	All requirements within task area	N/A – not include
3	TO is estimated at \leq 5M	TO is estimated at $>$ \$5M
4	All requirements within task area	N/A – not included
5	All requirements within task area	N/A – not included
6	All requirements within task area	N/A – not included
7	TO is estimated at \leq \$5M	TO is estimated at $>$ \$5M
8	All requirements within task area	N/A – not included
9	TO is estimated at \leq \$5M	TO is estimated at $>$ \$5M
10	TO is estimated at \leq \$5M	TO is estimated at $>$ \$5M
11	N/A – not included	All requirements within task area
12	N/A – not included	All requirements within task area

4. Services that are currently performed under an 8(a) set-aside, HubZone set-aside or a Service Disabled-Veteran Owned set-aside may not be obtained under the scope of work and resultant contracts unless the Small Business Association (SBA) has released the requirement from the Program and dissolved the specific set-aside.

B. **PURPOSE:** The FIRST Ordering Guide contains the information needed to properly use the FIRST MAIDIQ to award a task order responsive to the Ordering Office's requirements. The Ordering Guide also describes the steps for preparing a requirements package, the roles and responsibilities for managing the FIRST Task Orders, plus guidance, oversight and review and approval procedures.

C. **APPLICABILITY:** The FIRST Ordering Guide is applicable to all organizations delegated authority to award and administer task orders against the FIRST MAIDIQ contracts.

D. **SCOPE:** FIRST provides qualified personnel, materials, facilities, travel and other services to provide logistics support and related administrative in the following Task Areas. Support may be required: within and external to CONUS; to support missions during peace time, contingency operations and war; and on full-time, part-time or project-related basis. The Task Areas are inclusive of the total Program support requirements.

Task Area 1: Logistics Program Management and Operations

Task Area 2: Logistics Quality Assurance Support

Task Area 3: Logistics Information/Technology Support

Task Area 4: Logistics Training Support

Task Area 5: Logistics Army Transformation Logistics Support

Task Area 6: Logistics Program Support

Task Area 7: Logistics Transportation/Supply Support

Task Area 8: Logistics Parts Support – Sets, Kits and Outfits

Task Area 9: Support to Directorates of Logistics/Installation Management Command

Task Area 10: Logistics/Maintenance – All Other Organizations

Task Area 11: Comprehensive Support for Centrally Managed Programs

Task Area 12: Command Wide Logistics Enterprise System Program Support

E. **ORDERING PERIOD:** The FIRST MAIDIQ provides for a five year ordering period and two one-year option periods.

The basic ordering period is February 6, 2007 or date of award, whichever is later, through February 5, 2012. Two-one year option periods are included as follows:

1st Option period: February 6, 2012 – February 5, 2013

2nd Option period: February 6, 2013 – February 5, 2014

F. **TASK ORDER PERFORMANCE PERIOD:** Performance under task orders or associated options may extend beyond the ordering period above. However, a task order may not have a period of performance that extends beyond 10 years from the date of award of the basic contract (February 5, 2017).

G. **PROGRAM CEILING:** The FIRST contract has a collective ceiling of \$9.0 billion that will be measured against all task orders awarded over the five year contract life. The collective ceiling for all contracts awarded as a result of both RFPs is \$9.0 billion for the five-year base period. In the event that options are exercised, the ceiling for the option period will be within the ceiling for the 2nd competition period. Prior to initiating a task order, ordering activities should contact SRCC-E to verify the remaining ceiling capacity.

H. **AUTHORITY TO PLACE TASK ORDERS:** All contracting organizations under the command of the Army Contracting Agency (ACA) are herewith delegated authority to award and administer task orders under this contract. All DOD contracting offices and other federal agencies supporting the requirements of logistics missions within the scope of this contract may be delegated authority to place orders against the FIRST contracts. Request for delegations will be approved by the FIRST PCO. Requests for delegation shall include:

- a. Requesting Organization: List name of organization, location, points of contact, phone and email address
- b. Scope of task order: Provide a brief description of the services that are required
- c. Period of performance of task orders: State
- d. Unique requirements: List (if any)
- e. Agreement: All contracting officers seeking to place orders against the FIRST MAIDIQ agree to comply with the terms and conditions of the FIRST MAIDIQ and this Ordering Guide.

Questions regarding organizations authorized to place orders against these contracts should be directed to the Procuring Contracting Officer, Mr. Heven Ford Jr., located at the Army Contracting Agency Southern Region Contracting Center-East, (ACA SRCC-E) (404) 464-2736, DSN prefix 367, fordh@forscom.army.mil.

I. **FEE FOR USE OF FIRST MAIDIQ**: There is no fee for the use of the contract by any activity or agency delegated authority to solicit, award and administer task orders under this contract. This does not prohibit the negotiation of service fees by ordering offices as reimbursement for their services, when this contract is used as a means of satisfying their client's requirements.

CHAPTER 2

ROLES AND RESPONSIBILITIES

A. **PROCURING CONTRACTING OFFICER (PCO):** The Procuring Contracting Officer, located within the SRCC-E, is responsible for the administration of the FIRST MAIDIQ master contracts and the following:

- Serving as point of contact for FIRST customers
- Providing information regarding the services available under the contracts
- Providing the administrative procedures for placing orders, contract administration and issuing contract modifications to the master contracts
- Establishing and maintaining central contract files and databases, as appropriate
- Reviewing and approving requests for Delegation of Contract Authority
- Providing advice and guidance to Ordering Offices as appropriate
- Gathering semi-annual usage data from the field and reporting to the Deputy Assistant Secretary of the Army, Policy and Procurement (DASA P&P)
- Tracking and reporting contract level metrics

B. **ARMY CONTRACTING AGENCY SOUTHERN REGION (ACASR), PRINCIPAL ASSISTANT RESPONSIBLE FOR CONTRACTING (PARC):** The ACASR PARC is responsible for review and approval, overall guidance and oversight of all task orders and procedures in accordance with acquisition regulations and the designated thresholds as outlined in Chapter 5, Paragraph A, of this Ordering Guide. The PARC's Office is responsible for the following:

- Contracting Authority and Agency lead
- Reviewing, processing and providing approvals and guidance for task orders
- Simplifying, standardizing and streamlining the process
- Analyzing the adequacy of tools and training
- Sharing lessons learned
- Disseminating ACA Policy and implementing Southern Region procedures
- Ensuring competition
- Monitoring the FIRST ceiling

C. **TASK ORDER OMBUDSMAN:** The ombudsman is a senior agency official at the ACASR who is independent of the Contracting Officer. The Ombudsman is delegated authority to:

- Review concerns and complaints from contractors;
- Ensure contractors are afforded a fair opportunity to be considered;
- Render responses to concerns and complaints from contractors; and,
- Require the Task Order Contracting Officer to take corrective action, which may result in re-competition of the task order, if fair opportunity was not provided to all contractors.

If the contracting officer does not agree with the Ombudsman, the matter will be decided by the ACASR PARC.

D. TASK ORDER CONTRACTING OFFICERS: The Task Order Contracting Officer is responsible for the following:

- Serving as the local contracting focal point for coordination and awarding task orders for their clients;
- Ensuring the task order requirements are within the FIRST contract scope;
- Ensuring that the Contractor Manpower Reporting requirement is a part of the service acquisition requirements package and that the requirement is included in the PWS of the resultant task order;
- Ensuring that the requirement to monitor the contractor's reporting of the required information obtained for the Contractor Manpower Reporting is included in the Contracting Officer's Representative appointment letter;
- Complying with the fair opportunity for consideration requirement and competing all task orders among the restricted or unrestricted suite FIRST contractors;
- Ensuring that Quality Assurance Surveillance Plans and appropriate metrics are provided with each order request;
- Coordinating task order requests with the PARC or ACA SRCC-E points of contacts as required, and obtaining approvals prior to execution;
- Preparing a Performance Assessment Report, as required; and
- Submitting a semi-annual report to ACA SRCC-E regarding contractor performance and ceiling usage (Garrison)

E. TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (COR): The Task Order Contracting Officer may delegate authority to a Contracting Officer's Representative or Task Monitor (or combination thereof). This authority is typically to:

- Define requirements
- Accomplish day-to-day surveillance of contractor performance;
- Prepare task order performance reports (to include award fee assessments);
- Ensure reporting under the Contractor Manpower Reports is loaded on the prescribed web sites in accordance with the terms of the basic contract and task order;
- Authorize travel;
- Review invoices in comparison to actual performance accomplished; and
- Interface/oversee other Task Monitors.

The Task Order Contracting Officer should consider the nomination submitted by the requiring activity that identifies a government employee who is technically qualified and trained to become a

COR. The COR nomination letter should outline the authority sought from the Contracting Officer and should indicate the time that will be allocated to perform COR duties.

Task Order COR delegations should require CORs to ensure that the contractor's performance is properly documented and that required reports are provided to the contracting activity for contract administration, monitoring purposes, and the official contract file.

F. **CONTRACTORS:** The FIRST prime contractors are as follows:

RESTRICTED SUITE

Accent Control (WOSDB)
Allen Corporation (SB)
Automation Precision Technology (SDVOSB)
Data Solutions & Technology (VOSB)

DUCOM (WO, SDB, HZ)
Expeditionary Technology (SDVOSB)
The GINN Group (SDVOSB)
HCI Integrated Solutions (VOSB)
ITG/SP (SB)
Logistics Management Resources (SB)
Logistics Solutions Group (SB)

Logis-Tech (SB)
Orion Technology (HZ)
Premier Professional (WOSDB)
Strategic Resources (WOSDB)
System Studies and Simulation (WOSDB)
The Logistics Company (SDVOSB)
Unified Consultants Group (SDVOSB)

UNRESTRICTED SUITE

AT & T (LB)
Battelle (LB)
CACI (LB)
Defense Support Services (DS2)
(LB)
Dimensions International (LB)
Eagle Group International (LB)
DynCorp International (LB)
Honeywell Solutions (LB)
ITT Corp, Systems Division (LB)
Kellogg, Brown & Root (KBR) (LB)
L-3 Communications/L-3 Vertex
(LB)
Lear Siegler Services, Inc (LSI) (LB)
MTC Technologies (LB)
Northrop Grumman (LB)
Stanley Associates (LB)
VSE Corporation (LB)

These contractors are all highly technically qualified and have satisfied the full competitive and past performance requirements of the basic FIRST award process. Additionally, at the time of award of the master contract, the FIRST prime contractors listed under the restricted suite were classified as small business concerns. The contractors are responsible for the following:

- Submitting Quarterly Reports to ACA SRCC- E that cover task orders and contract status as specified in the master contracts;
- Ensuring that performance and deliverables meet the requirements set forth in the master contracts and individual task orders. Performing work and providing the services in accordance with the terms and conditions of the task order and prescribed levels of quality control;
- Segregating cost data by task order and within each task order pursuant to the terms of the task order;
- Submitting a proposal in accordance with the request from the Ordering Office; and

- Collecting and reporting data for the Contractor Manpower Reporting requirement (See Chapter 3, Paragraph Y).

CHAPTER 3

THE REQUIREMENTS PROCESS AND PLACING ORDERS

A. **ACQUISITION PLANNING:** The FIRST MAIDIQ contracts include an approved acquisition strategy and acquisition plan. As such, these documents are not required at the task order level. However, an informal acquisition strategy (Task Order Acquisition Strategy) is strongly recommended to capture the acquisition approach that will be employed for the task order and to document relevant information (e.g., Approval of Services, use of Government Property, etc). The Acquisition Strategy may also be used as a checklist to ensure acquisition requirements have been addressed. A sample of a Task Order Acquisition Strategy is provided at Attachment 3.

B. **PERFORMANCE BASE WORK STATEMENT (PWS):** The PWS shall be performance-based, shall identify the customer's entire needs and shall address those needs with statements describing the required services in terms of output. The requirements should not be presented in such a manner that limits fair opportunity to 'compete' for the task order and should not impose requirements that are not specifically required to ensure successful satisfaction of the task order requirements. The requirements should be stated in clear, concise, easily understood and measurable terms. Detailed procedures should not be included that dictate how the work is to be accomplished; rather, the requirements should allow the contractor the latitude to work in a manner suited for innovation and creativity. At a minimum, the performance work statement should address the work to be performed, location of the work, period of performance, delivery schedule, applicable standards, acceptable criteria, and any special requirements (i.e., security clearances, travel, reports, unique or professional qualifications, special knowledge, etc). See FAR 37.6 for additional requirements for Performance-Based Contracting.

C. **FUNDING:** Funding shall be authorized at the task order level and shall be the type deemed appropriate for the services to be acquired. No unfunded task orders are authorized. Specifics regarding funding streams (e.g., full funding or partial/incremental funding) will be provided with each task order.

D. **TASK ORDER TYPES:** The types of orders that are authorized for use under the FIRST MAIDIQ are Firm Fixed Price, Labor Hour, Time and Material, Cost-Plus-Award-Fee, Cost-Plus-Incentive-Fee, Cost-Plus-Fixed-Fee, Cost-Plus-Award-Term, Fixed-Price-Award-Fee or hybrids thereof. Before a task order can be awarded, ordering offices shall review the SRCC-E website to consider those contractors that have been approved by the SRCC-E to participate in Time and Material and Cost-type task orders (i.e., those contractors whose accounting systems have been determined to be adequate for determining costs applicable to the contract). Most task orders will be solicited, negotiated, and awarded as bilateral orders. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a "not to exceed" ceiling amount provided by the contractor in the task order.

E. **SECURITY REQUIREMENTS:** Contractors shall conform to all security requirements as specified in each task order and as detailed in the DD Form 254 included with the task order. Internet site <http://www.classmgmt.com> contains a complete booklet with instructions on how to prepare and submit a DD Form 254 to obtain security clearances of Secret or higher. If a security clearance is required, interim coverage may be obtained from the Department of Defense. Surveillance of DD 254 requirements will be executed at the task order level.

F. **FAIR OPPORTUNITY:** In accordance with FAR 16.505(b), Ordering, the Contracting Officer must provide each FIRST contractor a fair opportunity to be considered for each task order exceeding \$2,500, except as provided for at FAR 16.505(b)(2). Pursuant to DFARS 216.505-70, Orders Under Multiple Award Contracts, each order exceeding \$100,000 shall be placed on a competitive basis in accordance with paragraph DFARS 216.505-70(c), unless this requirement is waived on the basis of a justification that is prepared and approved in accordance with FAR 8.405-6 and includes a written determination that—

- (1) A statute expressly authorizes or requires that the purchase be made from a specified source; or,
- (2) One of the circumstances described at FAR 16.505(b)(2)(i) through (iv) applies to the order. Follow the procedures at [PGI 216.505-70](#) if FAR 16.505(b)(2)(ii) or (iii) is deemed to apply.

The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 **DO NOT APPLY** to the ordering process.

The Task Order Contracting Officer shall:

- Provide a fair notice of the intent to make the purchase, including a description of the work the contractor shall perform and the basis upon which the selection decision will be made to all FIRST contractors (to satisfy this requirement, the Ordering Office is allowed to provide an email to all FIRST contractors notifying them of the requirement and request a response if the contractor is interested in submitting a proposal or quote);
- Afford all FIRST contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered;
- Consider price and cost under each order as one of the factors in the selection decision;
- Keep contractor submission requirements to a minimum;
- Use streamlined procedures, including oral presentations; and,
- Consider only past performance on earlier task orders under the FIRST master contracts if available. Past performance considerations may include the contractor's performance regarding quality, timeliness, and cost control.

G. **ORDERING PROCEDURES:** When ordering services over \$100,000, the Task Order Contracting Officer shall follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 216.505-70, Orders for Services under Multiple Award Contracts. The DFARS 216.505-70 procedures take precedence over all other ordering procedures.

H. **MINIMUM ORDER:** If the Government requires supplies and services covered by this contract in an amount less than \$100,000, the Government is not obligated to purchase, nor is the contractor obligated to furnish those supplies or services under the contract.

I. **REQUEST FOR TASK ORDER RESPONSE (TOR):** The Task Order Contracting Officer may solicit responses to requirements from FIRST contractors in written or verbal forms. The nature of the requirements and detail of response required may serve as guides to determine which medium is most appropriate. For example, urgent requirements that can clearly be articulated verbally may be solicited orally.

A Request for Task Order Response (TOR) (see sample at Attachment 4) request for quote or other communication tool should be prepared and issued for each task order requirement conveyed in writing. The TOR and supporting documents should clearly define:

- the requirement (see the Performance Work Statement section of this Chapter);
- the anticipated contract type;
- instructions for completing of submissions in response to the request and order placement procedures that will be employed;
- the contract type;
- additional clauses/provisions unique to the task order;
- period of performance and CLIN structure instructions;
- the order placement procedures defining the method in which the task order award will be made; and,
- the basis of award that will be used to select a contractor, as well as criteria that will form the award decision.

The preferred contract type for task orders is firm-fixed-price. In the event that it is not possible to accurately estimate the extent or the duration of the work to be performed with any reasonable degree of confidence, a determination may be made by the Ordering Office Contracting Officer to use a contract type more appropriate for the situation. Contracting Officers are encouraged to review the limitations for use of other than fixed price contract types and to ensure adequate surveillance and contract administration is available to support the contract type selected. When selecting the contract type, consider the contract administration requirements and ensure the contract administration team is capable of executing required administration requirements.

The contracting officer may exercise broad discretion in developing the most appropriate order placement procedures. Formal evaluation plans or scoring of quotes or offers are **not** appropriate for orders competed under the FIRST MAIDIQ. Ordering Contracting Officers should consider the nature of the requirement, the value of the requirement, the duration of the requirement, the extent of existing information (e.g., past performance information, existing quality control plans,

etc), and the extent of information requested when determine the order placement approach, submission requirements and response time. When best-value trade-off approaches are contemplated, the Task Order Contracting Officer should consider what is being traded off. For example, for requirements that are routine in nature but require considerable management emphasis to ensure effective and efficient operation under time and fiscal constraints, the Government might consider a trade-off between price and management approach. In this situation the evaluation criteria might look like the following:

The Government will evaluate responses to the TOR considering the following criteria which is listed in descending order of importance. The Government will not rate or rank responses received, but will select the response that provides the best value to the Government. The contractor's technical approach must satisfy all requirements of the PWS. The contractor's management approach must consider the operational and fiscal environment and provide a response that reasonably improves the Government's ability to meet mission support requirements. When otherwise successful proposals are received, the Government will conduct a trade-off between the contractors' management approach and price to determine the task order awardee. The response selected will be that response that provides the best overall value to the Government. The benefits of higher valued management approaches must justify the price proposed.

- *Management Approach*
 - o *Management Approach considering the ability to manage contractor support in light of operational conditions and constraints*
 - o *Personnel Staffing considering qualifications of personnel proposed and the ability to recruit, retain and cross-utilize personnel to meet mission requirements*
 - o *Surge (upward and downward) Approach considering the ability to adjust to mission support requirements with minimal impact on technical ability, staffing and cost to the Government*
- *Technical Approach*
 - o *Approach to satisfy PWS requirements*
 - o *Quality Control Plan*
- *Price – Fairness and reasonableness of price*

The contracting officer should keep submission requirements to a minimum. Oral task order responses may be considered. Ordering Offices should strive to minimize the contractor's proposal costs associated with responding to requests for specific task orders. Streamlined evaluation approaches are encouraged. Information from offerors should be tailored to the evaluation criteria and should be sufficient to conduct the evaluation.

The basis of award may range from Lowest Price, to variations of best value (e.g., Lowest Priced Technically Acceptable, Best Value Trade-Off, etc.). Choose the approach that best suits your requirement. The task order evaluation factors should be developed by the applicable Ordering Office and coordinated with the PPP/PSP technical representative. The evaluation factors may vary from one requirement to another and should be tailored to satisfy the unique aspects of each requirement.

Past Performance should be limited to past performance information of previous FIRST task

orders where possible. See AFARS 5116.5(4) which in part reads that “Requests for contractor submission of past performance information with proposal submission under Multiple Awards Task Order Contracts shall be eliminated.”

FAR Part 15 does not apply to the FIRST MAIDIQ ordering process. Therefore, formal evaluation procedures and competitive range decisions are not applicable. The Comptroller General has held that if you use FAR Part 15-type procedures for an acquisition, the Comptroller General will review any inquiries as if it were a Part 15-type acquisition. Further, there have been hints that protests may be considered in the future for FAR Part 16 actions due to the volume of task order awards and the nature in which the Government has been soliciting requirements.

J. TASK ORDER PRICING:

The Pricing Matrix included at Section J, Attachment 2, of each FIRST MAIDIQ contractor’s contract sets forth the labor categories that shall be quoted and the maximum rates that may be paid/reimbursed under this contract (except for OCONUS performance) inclusive of options if exercised. These rates are inclusive of prime labor subcontract labor, overhead and other burden, fee and profit. Changes to the pricing matrix may be requested on an annual basis to reflect changes in the wage determinations used to establish the floor and CAP rates, and additions/deletions of labor categories.

Additional labor categories **MAY NOT** be added at the task order level without the express written consent of the FIRST PCO. Requests to add additional labor categories should be commensurate with the pricing methodology employed to establish the rates awarded with the basic contract.

Services may be acquired to support OCONUS location. Modification to these rates shall be proposed and negotiated at the task order level for OCONUS performance.

a. Labor: Labor shall be priced in accordance with the negotiated fully burdened labor rates set forth in the Price Matrix (Section J, Attachment 2) of each contractor’s FIRST contract, regardless of contract type used. Profit and fee for each labor hour quoted/billed is included in the fully burdened labor rates. Task Order Requests for Response may require the contractor to separate fee for administrative purposes (e.g. when a CPAF arrangement is employed).

(1.) To aid in the development of prices quoted in response to task orders, the labor rates set forth in Attachment 2 are presented in terms of “floor” and “CAP” rates. The “floor” rates represent the lowest rate contemplated to be charged by the contractor (except when modified to incorporate OCONUS support). The “CAP” rates represent the highest rates that will be authorized to be paid/reimbursed under this contract. Both the floor and “CAP” rates are inclusive of profit/fee regardless of contract type selected at the task order level

(2.) The Task Order Contracting Officer may request that quoters submit their price quote using a ‘bottoms-up’ pricing approach (i.e. starting with the floor and adjusting as required). This approach will require the quoter to provide rationale for quoted rates that are higher than the

floor (e.g., referencing a labor index for the place of performance and applying that index to the floor rate, etc.).

(3.) Labor rates quoted at the task order level may include discounts from the CAP rates that consider the nature, location, size and duration of the task order.

(4.) Modification to the “cap” rates to support OCONUS support shall be fully disclosed and negotiated at the task order level.

b. Travel: Reimbursement for travel, subsistence, and lodging shall be paid to the Contractor only to the extent that it is necessary for performance of task orders under this contract. Official travel of contractor personnel away from their duty station that was not identified in the negotiated task order shall not be undertaken unless advance written approval has been obtained from the task order Contracting Officer or COR. See FAR 31.205-46 for additional information regarding travel costs. Invitational Travel Orders will NOT be issued by the Government for Contractor travel. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable. Indirect rates commensurate with the firm’s disclosure statement/accounting practices are authorized for reimbursement. Fee or profit on travel expenses is not an allowable reimbursement. The following regulations will apply:

(1.) Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;

(2.) Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;

(3.) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, “Maximum Travel Per Diem Allowances in Foreign Areas” prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

Travel will not be reimbursed for travel within a 50-mile radius of the place of performance stated in the task order.

c. Other Direct Costs (ODCs): Materials, supplies and other direct costs are authorized in so much that they are necessary and integral to the performance of task orders awarded under this contract.

(1.) All labor (except that which falls under the definition of contractor acquired services), to include consultants, shall be priced under the labor categories set forth in Section J, Attachment 2 of the contractor’s FIRST MAIDIQ contract.

(2.) The Contractor shall include a detailed description and/or specifics of all quoted ODCs in their task order response.

(3.) Contractor acquired services (for purposes of this contract) are considered supplies; for example removal of waste water, helium delivery, filling of helium tanks, wash-rack cleaning, etc. that are contracted for as “total package services” and should be priced as ODCs.

(4.) Automated data processing equipment shall be acquired only after the task order Contracting Officer has determined this equipment to be integral to the performance of the task order and complied with required documentation. In accordance with DFARS 239.73 entitled, "Acquisition of Automatic Data Processing Equipment by DoD Contractors," the prime contractor shall submit the required documentation to the Contracting Officer for approval prior to purchase in accordance with DFARS 239.7305, e.g., lease vs. purchase, award to other than low bid, etc. Unless a waiver has been approved, the prime contractor shall include a written statement that all hardware purchases meet the requirements of the DoD Energy Star requirements for microcomputers, including personal computers (PCs), monitors and printers as well as the Personal Computer Memory Card International Association (PCMIA) card slots in PCs and workstations, Joint Technical Architecture and the Defense Information Infrastructure Common Operating Environment requirements.

(5.) When the prime Contractor proposes a specific make and model, the Contractor shall provide justification to the Task Order Contracting Officer or COR as to why the requirement can only be met by "specific make and model." Indication by the Government of a preferred or desired make or model does not constitute adequate justification.

K. CHANGES IN TEAM MEMBERS/SUBCONTRACTORS:

The contractor may not add any team members to the contractor's team without prior authorization to do so. When subcontractors are approved, their services shall be provided within the labor categories and at no more than the labor rates included in Section J, Attachment 2 of each contractor's FIRST MAIDIQ. The contractor shall advise the PCO of team member deletions as they occur.

Contractors are permitted to add team members as required to meet the unique requirements of task orders being competed by individual ordering offices. These actions are viewed as single events. The Task Order Contracting Officer is responsible for implementing the requirements of FAR 52.244-2, Alternate I, when the addition is at the task order level and the contractor does not have an approved purchasing system. Changes to team composition that impact more than one task order shall be executed at the prime contract (vice task order) level. Request to modify team composition may be submitted to the PCO at anytime.

L. CONTRACTOR ADVISORY AND ASSISTANCE SERVICES (CAAS): Some of the task areas in this contract include services that may fall within the definition of CAAS in FAR 2.101 and DFARS 237.201. (Click here for details: <http://farsite.hill.mil/vffara.htm> or <http://farsite.hill.af.mil/VFDFARA.HTM>.) It is the responsibility of the requiring activity to provide the proper funds and the approvals identified in FAR 37.204, and AR 5-14, click here for details: <http://www-tradoc.army.mil/dcsrm/ar5-14.pdf#search='army%20regulation%20514'> Task orders for CAAS shall not exceed 5 years, inclusive of options.

M. SECTION 508 COMPLIANCE STATEMENT: All electronic and information technology (EIT) procured through Statement of Work/Bill of Materials and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.accessboard.gov/sec508/508standards.htm> - Part 1194.

N. GOVERNMENT PROPERTY:

It is anticipated that for some tasks, Government Furnished Equipment (GFE) will be specified in the individual task order (at the discretion of the Government) with specified delivery dates and in specified condition. Such equipment shall be returned to the Government upon the conclusion of the task order. Office automation equipment to perform routine office tasks is considered contractor supplied.

Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the Contractor for use during the performance of the task as specified in the task orders (at the discretion of the Government) with specified delivery dates. These documents shall be returned to the Government upon conclusion of the task order.

O. OCI AT THE TASK ORDER LEVEL:

a. OCI / CAAS Possibilities.

It is recognized by the parties hereto that some of the services provided under Task Areas 1, 2, 11 and 12 (and under other task areas dependent upon the specific task order requirements) may include advisory and assistance services and/or provide support in the preparation of specifications and work statements; technical evaluation of other Contractors products and services; preparation of policy and procedures; preparation or review of budgets or budgetary information; surveillance of other contractor's services and work products; and, access to other contractors' proprietary information. Such activities create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4.

It is the intention of the parties that the Contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or, in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. Therefore, the Contractor agrees that it will seek the prior written approval of the Task Order Contracting Officer before participating in any task order that may involve such a conflict.

The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, where

the information has been included in Contractor generated work, or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

Whenever performance of this contract requires access to another Contractor's proprietary information, the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example; to provide assistance during technical evaluation of other Contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Task Order Contracting Officer within fifteen (15) calendar days of execution.

The Contractor shall promptly notify the Task Order Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure that proper safeguards exist to guarantee objectivity and to protect the Government's interest.

In the event that a task order is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

- (1) Notify the Contracting Officer of a potential conflict, and;
- (2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or,
- (3) Present for approval a conflict of interest mitigation plan that will:
 - Describe in detail the task order requirement that creates the potential conflict of interest; and,
 - Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
- (4) The Contractor shall not commence work on a task order related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
- (5) If the Contracting Officer determines that it is in the best interest of the Government to issue a task order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.
- (6) Conflicts Of Interest Compliance Plan: In the event of a waiver is requested, the Contractor shall submit with his waiver request a Conflicts of Interest (COI) Compliance Plan to

the Task Order Contracting Officer for approval. The COI Compliance Plan shall address the Contractor's approach for adhering to the Section H Provision entitled "Organizational Conflicts of Interest (OCI)" and describe its procedures for aggressively self-identifying and resolving both organizational and employee conflicts of interest. The overall purpose of the COI Compliance Plan is to demonstrate how the Contractor will assure that its operations meet the highest standards of ethical conduct, and how its assistance and advice are impartial and objective. The COI Compliance Plan shall specifically address:

- how the Contractor will protect confidential, proprietary, or sensitive information;
- preventing the existence of conflicting roles that might bias a contractor's judgment; and,
- preventing an unfair competitive advantage.

Contractors are invited to review Federal Acquisition Regulation Subpart 9.5 "Organizational and Consultant Conflicts of Interest (OCI). " Particular attention is directed to FAR 9.505, 9.505-1, 9.505-2, 9.505-3 and 9.505-4.

b. Avoidance of OCI.

The policy of the government is to avoid contracting with contractors who have unacceptable organizational conflicts of interest as defined in H.12 a.

It is not the intention of the government to foreclose a vendor from a competitive acquisition due to a perceived OCI. The Task Order Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Task Order Contracting Officer. The Task Order Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the government's policy for competition. The government is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the government, or the legitimate business interests of the vendor community.

c. Examples of OCI concerns. These examples in which OCI issues may arise are not all inclusive, but are intended only to help the Task Order Contracting Officer apply general guidance to individual contract and task order situations.

(1) Unequal Access to Information. Access to "nonpublic information" as part of the performance of a government contract could provide the contractor a competitive advantage in a later competition for another government contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, all vendors should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased Ground Rules. A contractor in the course of performance of a government contract has in some fashion established a "ground rules" for another government contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluations criteria of future government procurement. The primary concern of the government in this case is that a contractor so situated could slant key aspects of procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the government procurement anticipate the successful vendor may be in a position to establish important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of a government contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the government could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

c. Mitigation plans. The successful contractor will be required to permit a government audit of internal OCI mitigation procedures for verification purposes. The government reserves the right to reject a mitigation plan, if in the opinion of the Task Order Contracting Officer, such a plan is not in the best interests of the government. Additionally, after award the government will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

d. Task Order Level. Ordering offices are responsible for determining and issuing specific OCI restrictions.

P. CONTRACTOR STAFF TRAINING:

The contractor shall provide fully trained and experienced technical and lead personnel required for performance. Training of contractor personnel shall be performed by the Contractor at his/her own expense, except:

- When the Government has given prior approval for training to meet special requirements that are peculiar to a particular task order.

- Limited training of Contractor employee(s) may be authorized when the Government determines it to be in the best interest of the Government.
- The Government will not authorize training for contractor employees to attend seminars, symposia, or user group conferences, unless certified by the Contractor and the COR that attendance is mandatory for the performance of task order requirements. When training is authorized by the task order Contracting Officer in writing under the conditions set forth above, the Government will reimburse the Contractor for tuition, travel, and per diem, if required.
- For Firm Fixed Price: Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art, or for training Contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

Q. WORK ON A GOVERNMENT INSTALLATION:

In performing work under this contract on a Government installation or in a Government building, the Contractor shall fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract. Specifically, the Contractor shall:

- conform to the specific safety requirements established by this contract;
- the Contractor and his/her employees shall observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, conduct not directly addressed in this contract;
- take all reasonable steps and precautions to prevent accidents and preserve the life and health of Government and Contractor personnel connected in any way with performance under this contract; and,
- take such additional immediate precautions as the Contracting Officer, COR or Task Monitor may reasonable require for safety and accident prevention purposes.

R. TASK ORDER PLAN:

The Contractor shall submit a Task Order Plan (TOP) in response to TORs. The TOP shall include the Contractor's approach to satisfy the TOR requirements and pricing per this Section H. Assumptions, risk, risk mitigation plans, OCI and Task Order Management shall also be addressed in each response.

Contract-Level and Task Order Management. The contractor shall manage Task orders using Performance Based Service Contracting (PBSC) techniques to the greatest extent possible.

- Contract-Level Program Management. The contractor shall provide technical and functional program management necessary for the management of the PWS. Productivity and management methods such as Quality Control, Configuration Management, Work Breakdown Structuring, and Human Engineering at the Task Order level shall be developed and provided to the Task Monitor (TM) by the contractor. The contractor shall provide the centralized administrative, clerical, documentation and related functions.
- TO Management. The contractor shall prepare a TO Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements throughout TO execution. The contractor shall provide a monthly status report monitoring the quality control, configuration management, and security management applied to the TO (as appropriate to the specific nature of the PWS).

S. UNIQUE ITEM IDENTIFICATION AND EVALUATION:

As of 1 January 2004, all DoD contracts are required to include a clause mandating the bar-coding of all material delivered under DoD contracts. The purpose of UID is so that the Government will have the ability to know the quantity, location, condition, and value of assets it owns; safeguard its assets from physical deterioration, theft, loss, or mismanagement; prevent unnecessary storage and maintenance costs or unnecessary purchase of items already on hand; and determine the full costs of Government programs that use these assets. The clause 252.211-7003, is included in full text in Section I of this document. Information on the Department of Defense unique item identification can be found on the DoD web site at <http://www.acq.osd.mil/uid>.

T. CONTINGENCY OPERATIONS:

The FIRST MAIDIQ contracts contain DFARS 252.225-7040, CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE OF THE UNITED STATES. Any inconsistency between that provision and this provision on items addressed by both shall be interpreted in favor of the DFARS provision.

The Government may direct the Contractor to perform in support of a contingency operation or exercise outside the continental United States (OCONUS), as provided by law or defined by the applicable Army Service Component Command. Services may be performed in the identified area of operations, also known as theater of operations, or in support of the OCONUS contingency operation or exercise. In the event Contractor employees are deployed into the OCONUS area of operations in support of a contingency operation or exercise. Section J, Attachment 2 of the FIRST MAIDIQ contracts provides the provisions for OCONUS support. These provisions will be included, and may be tailored, at the task order level.

U. ADDITION OF CLAUSES AT THE TASK ORDER LEVEL: Clauses may be added at the task order level in so much as that they do not conflict with clauses included in the basic contract. For example, Option Clauses 52.217-8 titled Option to Extend Services and, 52.217-9

titled Option to Extend the Term of the Contract may be included and tailored at the task order level.

V. **SAMPLE PROVISIONS:** The following are sample provisions that may be tailored and included at the task order level.

a. Nondisclosure of Sensitive and/or Proprietary Data:

The Contractor recognizes that in the performance of this task order, it may receive or have access to certain sensitive information, including information provided on a proprietary basis by equipment manufacturers and other public or private entities. The Contractor agrees to use and examine this information exclusively in the performance of this task order and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements.

The Contractor agrees to indoctrinate its personnel who have access to sensitive information and the relationship under which the Contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the Task Monitor for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

Sample:

DEPARTMENT OF THE ARMY
NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES
TASK ORDER NUMBER _____

I, _____, as an employee of _____, a Contractor acting under contract to the Department of the Army, list agency/office in administering an unclassified and/or classified system support for cognizant _____, pursuant to contract _____, agree not to disclose to any individual business entity or anyone within _____, or outside of the company who has not signed a Nondisclosure Agreement for the purposes of performing this contract: any sensitive, proprietary or source selection information contained in or accessible through this project.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Contractor responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss such information for my own use or to release it to or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(Signature of Contractor Employee)

Date

(Contractor)

(Employee Telephone No.)

The Contractor further agrees to sign an agreement to this effect with other contractors, and other private or public entities providing proprietary data for performance under this task order. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated Contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the Task Order Contracting Officer. These agreements shall be signed prior to work commencing. In addition the Contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of this task order. The Contractor shall discuss and attempt to resolve any problems between the Contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner and furnish to the Task Order Contracting Officer copies of communications between the Contractor and associate Contractor(s) relative to contract performance. Further, the close interchange between Contractor(s) may require access to or release of proprietary data. In such an event, the Contractor shall enter into agreement(s) with the Government designated Contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Task Order Contracting Officer.

Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support Contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the Contracting Officer.

List designated Contractors:

_____	_____
_____	_____
_____	_____

All Government-designated Contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the Contractor, and the nondisclosure agreements shall be signed before work commences.

b. SAVINGS CLAUSE - COST REDUCTIONS FOR REPETITIVE HIGH-DOLLAR VALUE REQUIREMENTS:

The Government is seeking Contractors to identify business improvement processes, innovations and cost savings initiatives to provide high quality services while achieving a reduction in the cost to the Government. For task orders for repetitive high-dollar value requirements with a period of performance (inclusive of options) that extends beyond a 12 month period, the Contractor agrees to the maximum extent practicable to reduce the price for services performed under each subsequent year by at least:

Percentage reductions from base period or price from previous year:

_____ 1st Option Year
_____ 2nd Option Year

W. SELECTION OF CONTRACTOR AND DOCUMENTATION TO SUPPORT TASK ORDER AWARD:

The evaluation team designated by the Task Order Contracting Officer will evaluate the proposals submitted in accordance with the evaluation criteria set forth in the TOR and determine which contractor has submitted the “best value” offer. The evaluation should be free from bias. The Task Order Contracting Officer should ensure all evaluators have no conflicts of interest or preconceived outcomes. Documentation should have clear ties back to the evaluation criteria provided in the TOR.

Technical support to assist in the evaluation procedure must be provided by the local garrison/customer. Technical evaluators must be capable of providing knowledge and expertise required to accurately determine adequacy of the proposals. Technical evaluation shall be conducted of each task order response to the terms of the TOR, and shall not be a comparison between contractor responses or to the IGE. The technical evaluators shall not “normalize” the contractor’s response to the IGE, but rather should consider the merits of each response as compared to the evaluation criteria and basis of award stated in the TOR.

Evaluation of price should typically be based upon competition. In-depth price analysis or cost evaluation is not typically required. The labor rates included in the FIRST contracts were

evaluated in conjunction with the evaluation supporting the basic contract award decision. As such, an analysis of the composition of the labor rates is not required. To support a fair and reasonable price/cost finding, the price analysis should include feedback from the technical evaluators that the skills mix and level of effort proposed appropriately represents the contractor's proposed approach and is adequate to successfully satisfy the task order requirements. The Task Order Contracting Officer should evaluate the proposed price (and should include such in the evaluation criteria) to ensure it is balanced and is presented in accordance with pricing instructions. When cost-type arrangements are contemplated, the Task Order Contracting Officer should check with the contractor's cognizant DCAA auditor to ensure there are no cost-related findings that may impact the contractor's ability to be awarded a cost-type task order.

The Task Order Contracting Officer should control all communications with contractors. As stated above, a competitive range decision is not required prior to conducting communications, nor must the Contracting Officer conduct communications with each contractor. Upon determination of the apparent task order awardee, the Contracting Officer may conduct negotiations to finalize task order terms, conditions and price/cost.

The Task Order Award Decision should be well documented and provide the reader with a clear picture as to how the Contracting Officer arrived at the decision to select the contractor for award.

X. DEBRIEFINGS/FEEDBACK: Although the Contracting Officer is not required under FAR Part 16.505 to provide debriefings for task orders, the ACASR is encouraging and recommending that feedback be given to contractors that provide information regarding the strengths and weaknesses of the contractor's response. During the feedback session, the Government should discuss what was required and expected of the contractor and how or why the contractor did not provide what was requested. The feedback shall not include point-by-point comparisons of the contractor's proposal with those of other contractors. The feedback session is provided only as a courtesy to our FIRST contractors to assist the contractors in preparing future proposals. The feedback may be provided orally, in writing or by any other method deemed appropriate to the Task Order Contracting Officer.

Y. CONTRACT SERVICES/CONTRACTOR MANPOWER REPORTING: The Contract Manpower Reporting (CMR) requirement was implemented by the Assistant Secretary of the Army, Manpower and Reserve Affairs through memorandum dated March 8, 2005. The FIRST contract includes the required provisions. However, all task orders and delivery orders, regardless of dollar amount, must include a separate Contract Line Item Number for Contract Manpower Reporting in order to obtain better visibility of the contractor service workforce from contractors supporting the Army. The CMR was designed to collect and report data regarding labor costs associated with the contract workforce and the organizations and missions that contract for workforce support. The Contractor Manpower Reporting will ensure that the Army is getting full value from our contract workforce. Therefore, requiring activities shall add accounting for contract services to their requirement packages that are submitted to the Contracting Officer (See Attachment 3, Guidance for Accounting for Contract Support).

Z. TASK ORDER OFFICIAL FILE: The official task order file will be maintained and administered at each Ordering Office.

AA. **HOW TO CREATE A TASK ORDER IN PD2:** It is very important that the ACA-SRCC-E is able to track the FIRST task order awards and modifications electronically. Therefore, it is critical that the FIRST task order awards are entered into the PD2 system correctly. The FIRST ID/IQ multiple award master contracts have line items based on Task Order type (i.e. FFP, Cost reimbursement, T&M). Each Ordering Office must tailor their CLIN structure based on the applicable Task Order type and match the CLIN in their Task Order to the applicable CLIN in the basic contracts.

The Task Order Contracting Officer must first Download the successful Task Order Offerors' basic IDIQ contract into the applicable systems as an external award. Upon establishing the Task Order in the Individual Ordering Officers' PD2, the Master Contract number should be displayed along with the establishment of the actual Task Order number based on the Individual Ordering Officers' local Task Order numbering code (0001, A101, etc). The Task Order CLIN must be matched to the Master Contract CLIN based upon Task Order type. The quantities in the Master Contract within the individual CLIN are for PD2 purposes ONLY to provide allowance for the anticipated use of the FIRST vehicles. All CLIN are set up as FFP for PD2 purposes but the actual Task Order type CLIN is included in the CLIN description. Once the CLIN are loaded into the Task Order based on Task Order type, the proposed/negotiated prices should be entered in the CLIN. The TOR Performance Work Statement and all applicable attachments for the individual TOR must be attached to the Task Order.

CHAPTER 4

TASK ORDER PROCESS

A. Task Orders Less Than \$5 Million (Installation Ordering Officers) or Less than \$10 Million (Center Ordering Offices)

1. The Customer identifies the requirement and obtains funding and applicable approvals to submit procurement package to the applicable Ordering Office.
2. The Ordering Officer determines whether the Task Order requirement is within the FIRST scope. (What is the applicable Task Area and what is the estimated dollar amount for the Task Order requirement). The Ordering Office conducts market research to determine whether FIRST is the appropriate vehicle to satisfy the customer's requirement. The Ordering Office determines the applicable FIRST Task Area(s) for Task Order.
3. The Ordering Office determines which FIRST suite of master contracts best accommodates the Task Order requirement (Unrestricted or 100% Small Business set-aside suite of multiple IDIQ contracts).
4. The Ordering Office prepares Mini Acquisition Strategy for Ordering Officer approval (optional but recommended requirement, not Mandatory).
5. The Ordering Office prepares Request for Task Order Response (TOR) to include PWS, streamlined quality assurance plan, applicable Workload Data, due date for TOR return, period of performance and CLIN structure, discussion of Task Order type selected for Task Order, evaluation factors and basis for Task Order award, and Performance review summary (PRS).
6. The Ordering Office submits TOR and attachments to local Legal office for review.
7. The Ordering Office reviews the list of FIRST Contractors within the selected suite on the FIRST website to determine which offerors are qualified to accept other than Fixed Priced Task Orders if Task Order Type selected is other than Fixed price.
8. The Ordering Officer submits TOR to FIRST contract holders within applicable suite who are eligible to receive TOR based on the status of their Accounting system via email. (Normally 10 to 30 days).
9. The TOR solicited Contractors submit proposal response prior to TOR due date.
10. The Ordering Office assembles Evaluation Team to evaluate Contractor proposals in response to TOR after due date passes.

11. The Evaluation Team evaluates proposals in response to TOR and documents evaluation in accordance with the streamlined evaluation criteria established in the TOR. (Desired evaluation period is 5 to 10 days).

12. The Ordering Officer determines whether discussions are required, if so; notifies Offerors via email regarding discussions, conducts discussions and request revised responses, evaluation board evaluates and documents revised responses. If discussions are not conducted, the Ordering Officer prepares Task Order Decision Document.

13. The Ordering Office reviews Master Contract price Matrix to determine whether apparent successful Task Order recipient is compliant with the price matrix CAP and labor categories.

14. The Ordering Officer prepares Task Order Decision Document and submits to local legal office for review.

15. The Ordering Officer awards Task Order in local PD2 system.

16. The Ordering Officer provides notification of award decision to Task Order awardee as well as unsuccessful Task Order participants via email.

17. The Ordering Officer conducts feedback sessions if desired to unsuccessful participants.

18. The Ordering Office administers Task Order files.

B. Task Orders Exceeding \$5 Million (Installation Ordering Officers) or Exceeding \$10 Million (Center Ordering Offices)

1. The Customer identifies the requirement and obtains funding and applicable approvals to submit procurement package to the applicable Ordering Office.

2. The Ordering Officer determines whether the Task Order requirement is within the FIRST scope. (What is the applicable Task Area and what is the estimated dollar amount for the Task Order requirement). The Ordering Office conducts market research to determine whether FIRST is the appropriate vehicle to satisfy the customer's requirement. The Ordering Office determines applicable FIRST Task Area(s) for Task Order.

3. The Ordering Office determines which FIRST suite of master contracts best accommodates the Task Order requirement (Unrestricted or 100% Small Business set-aside suite of multiple IDIQ contracts).

4. The Ordering Office prepares mini Acquisition Strategy for Ordering Officer approval (optional but recommended requirement).

5. The Ordering Office prepares the Request for Task Order Response (TOR) to include PWS,

streamlined quality assurance plan, applicable Workload Data, due date for TOR return, period of performance and CLIN structure, discussion of Task Order type selected for Task Order, evaluation factors and basis for Task Order award, and Performance review summary (PRS).

6. The Ordering Office submits the TOR and attachments to local Legal office for review.
7. The Ordering Office submits the TOR and attachments, Task Order Administration Plan, QASP, and legal review comments to ACA-SR, Project Officer (Ronnell Booker), for review and approval prior to release to FIRST Contractors, allowing seven (7) working days for approval.
8. The Ordering Office reviews list of FIRST Contractors within the selected suite on the FIRST website to determine which Offerors are qualified to accept other than Fixed Priced Task Orders if Task Order Type selected is other than Fixed Price.
9. The Ordering Officer submits the TOR to FIRST contract holders within the applicable suite who are eligible to receive TOR based on the status of their Accounting system via email, normally 10 to 30 days.
10. The TOR solicited Contractors submit their proposal response prior to TOR due date.
11. The Ordering Office assembles Evaluation Team to evaluate Contractor proposals in response to TOR after due date passes.
12. The Evaluation Team evaluates proposals in response to TOR and documents evaluation in accordance with the streamlined evaluation criteria established in the TOR (desired evaluation period is 5 to 10 days).
13. The Ordering Officer determines whether discussions are required, and if so, notifies Offerors via email. The Ordering officer conducts discussions and requests revised responses. The evaluation board evaluates and documents revised responses. If discussions are not conducted, the Ordering Officer prepares Task Order Decision Document.
14. Ordering Office reviews Master Contract price Matrix to determine whether apparent successful Task Order recipient is compliant with the price matrix CAP and labor categories.
15. Ordering Officer prepares Task Order Decision Document and submits to local legal office for review.
16. Ordering Officer awards Task Order in local PD2 system.
17. Ordering Officer submits Task Order Decision Document, local Legal comments, and Task Order Award to ACASR FIRST Project Officer Ronnell Booker for review and approval. (If no comments received within 7 working days, Ordering Office may proceed with award)
18. Ordering Officer provides notification of award decision to Task Order awardee as well as unsuccessful Task Order participants via email.

19. Ordering Officer conducts feedback sessions if desired to unsuccessful participants.
20. Ordering Office administers Task Order files.

CHAPTER 5

TASK ORDER MONITORING AND CONTRACT ADMINISTRATION

A. TASK ORDER REVIEW AND APPROVAL PROCEDURES:

The ACASR PARC has established mandatory review and approval procedures for oversight of all task orders awarded by ACA organizations at or above \$5 million at installation task order level (e.g., Directorates of Contracting, etc.) and at or above \$10 million at the ACA Contracting Centers. Ordering activities, other than ACASR activities, should follow the review and approval procedures within their chain of command and as stated in the FIRST Ordering Authority Letter. Contracting Officer delegated authority to place orders under the FIRST MAIDIQ agree, as part of the delegation, to participate in these reviews, consider the guidance/information provided by the ACASR PARC staff, and not to pursue release of the TOR or award of the task order until the ACASR PARC staff has provided authority for such.

Contracting Offices issuing task orders will follow the policies and ordering procedures in DFARS 216.505-70 and FAR 16.505. Additionally, as required by FAR 16.505(b)(5), a senior agency official designated by the PARC is the Task and Delivery Order Ombudsman to ensure that contractors are afforded a fair opportunity to be considered consistent with the procedures in the contract.

Each Ordering Office is required to submit documents to the ACASR PARC Staff for review of task orders for the dollar thresholds stated above, and for non-ACA organizations, pursuant to the terms of the FIRST Ordering Authority Letter. The Ordering Offices shall assemble two separate review submissions. Submission one must be received by the PARC Staff prior to release of the TOR to the contractors. Submission two must be received by the PARC Staff at least five working days prior to the award of the task order. These submissions should be forwarded electronically to the PARC Staff's designated FIRST Project Officer listed in Chapter 5, Paragraph B.

Submission one shall include the following documents:

- Request for Task Order Response (TOR) (Attachment 4)
- Performance Work Statement (PWS)
- Independent Government Estimate (IGE)
- Local legal review
- Contract Administration Plan
- Quality Assurance Surveillance Plan (QASP)

Submission two shall include the following documents:

- Task Order Decision Document (Attachment 8)
- A copy of the draft task order
- Local legal review of the draft task order and the Task Order Decision Document

The PARC Office reserves the right to request any additional documents it deems necessary to accomplish the review. Additionally, upon request, the PARC Staff reserves the right to review documents in submission one regardless of dollar value. Once the required documents are received, the PARC Staff will review the documents and provide approval or guidance for immediate correction of documents or other viable alternatives to include amending the current request to the Ordering Office within seven (7) working days. The PARC Staff will endeavor to expedite each review as much as possible so as not to delay the FIRST procurement process.

B. FIRST ACASR Point of Contact (POC) : The designated PARC POC for FIRST is Mr. Ronnell Booker. Mr. Booker may be reached at (404) 464-1986, DSN 367-1986, or email ronnell.booker@us.army.mil. The FIRST ACASR POC is the lead Procurement Analyst responsible for PARC level review and coordination of FIRST Task Orders for approval. The FIRST POC is also available to answer questions concerning planning and developing task orders and review and approval procedures. The FIRST POC is not the Contracting Officer and has no authority to change the terms and conditions of the FIRST master contracts.

C. CONTRACT ADMINISTRATION OF MASTER CONTRACTS: ACA SRCC-E is responsible for contract administration for the master FIRST contracts. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms and conditions of the contract between the contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by proper contractual document executed by the Contracting Officer. The FIRST Chief Executive Advisor is Mr. Heven Ford Jr. Mr. Ford can be reached at (404) 464-2736 or email fordh@forscom.army.mil. Mr Ford is responsible for overall guidance regarding the FIRST master contracts. The Contracting Officer for the master FIRST contract is Mr. Cyprien Laporte. Mr. Laporte may be reached at (404) 464-4189 or email at cyprien.laporte@us.army.mil.

Notification of changes in the assigned Contracting Officer will be provided by official correspondence from the ACA SRCC-E. All correspondence pertaining to the FIRST master contracts must be addressed to:

ACA Southern Region Contracting Center – East
Installation Support Division
1301 Anderson Way, SW
Fort McPherson, GA 30330-1096

All contract administration associated with individual task orders will be performed by the ordering office issuing the task order unless otherwise designated.

D. **CONTRACTING OFFICER'S REPRESENTATIVE (COR):** A Contracting Officer's Representative should be designated for each FIRST Task Order issued under the master contracts by the local Contracting Officer. The local Customer should nominate a government employee who is technically qualified and trained to become a COR and submit the nominee's name to the local Ordering Office for approval and designation. The COR designation letter will outline the duties and authority of the COR. Local CORs will ensure that the contractor's performance is properly documented and that required reports are provided to the local contracting office for contract administration, monitoring purposes, and the official contract file.

E. **PERFORMANCE ASSESSMENT REPORT (PAR):** A Performance Assessment Report shall be completed for each task order issued under this contract that is expected to exceed \$1 million (see FAR 42.12). The preparation and completion of the PAR is the responsibility of the local Ordering Office. The PAR will be entered into the Contractor Performance Assessment Reporting System (CPARS), located at <http://cpars.navy.mil>. A PAR should also be completed for task orders over \$100,000 and less than \$1million, and a copy forwarded to the Contracting Officer listed in Paragraph C, above.

F. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP):** A Quality Assurance Surveillance Plan will be tailored and developed for each task order to ensure the assessment of performance for critical contract elements. The QASP serves as the plan for performance surveillance and identifies the performance indicators, standards, inspection methods, and procedures to be used in monitoring performance. Additionally, the QASP shall include specified procedures for collecting service delivery data, methods of surveillance, thresholds for acceptable and unacceptable performance, and sampling guides.

G. **METRICS:** Metrics shall be included and applied to all task orders performed. At the task order level, the contractor's performance measurement may include metrics such as quality of service, cost effectiveness, timeliness of performance, business relations, and customer satisfaction.

The following metrics have been established for the FIRST Program:

<u>Area</u>	<u>Metric</u>	<u>Target</u>
Competition	Fair Opportunity	90% of Task Orders awarded
Socio-Economic Goals	Limitation on subcontracting (restricted suite)	< 50% subcontracted
	Small Business Subcontracting (unrestricted suite)	40% of available subcontracting dollars
Mission Capable	Readiness Reliability	Standards in Task Orders met 95% of the time

Client Satisfaction	Satisfaction Survey	95% Satisfied
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Cost	Cost Control	99% of Task Orders completed within funded values
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An Annual Metrics Report shall be submitted as directed by the DASA P&P for review and approval. The ACASR PARC Staff is responsible for submission of the Annual Metrics Report.

H. **QUARTERLY PROGRESS REPORTS:** The Contractor shall provide quarterly progress reports to the Procuring Contracting Officer (PCO) indicated above at the end of each quarter. The quarterly progress reports shall address all activity under the MAIDIQ contract through the last day of the last month of each quarter. The quarterly progress report shall, as a minimum, contain the following information:

1. A listing of ALL task orders issued for the preceding quarter to include:

- Ordering Office
- Task order number and date of issuance;
- Task Area – choose the task area that represents the preponderance of work
- Location of performance and a brief description of work covered by the task order; e.g. task area(s) covered by the task order. In the event that the task order spans multiple task areas, select the task area that represents the preponderance of work.
- Total amount ordered and obligated under each individual task order to include any modifications;
- Performance period of each order including options;
- Type of task order issued (i.e., FFP, CPFF, T&M, CPAF);
- Indicate the number of task orders provided fair opportunity. Number responded to, number declined to participate and rationale for not participating
- Percentage of task orders awarded under each task area;
- Utilization of small business subcontractors;
- Concerns or areas for improvements

2. Cumulative summary of total dollars ordered and obligated to date on IDIQ contract;

3. Cumulative summary of dollars ordered and obligated by task area when the task order spans more than one.

4. A listing of task orders that the contractor did not provide a quote on and the reason why a 'no-quote' was rendered.

I. **INVOICES AND PAYMENTS:** Invoice instructions shall be stated on each task order issued by the local Ordering Office. Payments at the task order level may be made via Government IMPAC Credit Card. Other payment methods include, but are not limited to, electronic funds transfer, Wide Area Work Flow (WAWF), check etc.

CHAPTER 6

FREQUENTLY ASKED QUESTIONS

Q: If my current contract is an 8(a) set-aside, may I use FIRST?

A: Typically not without dissolving the set-aside.

Q: May re-competitions of A-76 be executed under FIRST where industry “won?”

A: Yes.

Q: May Government Most Efficient Organization contractor **augmentation** be accomplished under FIRST?

A: No, not for the initial study but it can be used for the re-compete.

Q: Can I separate support requirements to match funding streams?

A: Yes – e.g., via CLIN structure or reporting/request for payment instructions.

Q: Can I provide continuity of service by executing a sole source order?

A: FAR Part 16 indicates “Logical Follow-on” as one of three exceptions to providing fair opportunity. But - ask yourself whether the requirement really a logical follow-on?

- Prior requirement must have been competed under FIRST – fair opportunity provided
- Is the requirement really a logical follow-on (continuation to stated end state) or just more of the same? Only the first scenario is categorized a logical follow-on
- Example – development of logistics information management system – all FIRST contractors provided opportunity to compete - initial order complete – now need to modify to enhance interface capability

Q: May I consider past performance other than performance under FIRST?

A: Ask yourself why the performance would be relevant. Be aware that all contractors were rated on the past performance when qualified for FIRST MAIDIQs.

Q: May I use FIRST to obtain support OCONUS?

A: Yes – check for in-theater requirements, limitations and clearance procedures.

Q: May I use FIRST to obtain parts?

A: Not solely – parts may be acquired in order to execute the services ordered.

A: Yes, if the requirement falls within Task Area 8: Logistics Parts Support – Sets, Kits and Outfits.

ATTACHMENTS

1. Contract numbers, mailing addresses, points of contacts, telephone numbers and email addresses of Prime Contractors
2. Sample Quality Assurance Surveillance Plan (QASP)
3. Task Order Acquisition Strategy
4. Request for Task Order Response (TOR) Template
5. Examples of Basis for Award/Evaluation Criteria
6. Task Order Checklist (Submission One and Submission Two)
7. Contracting Officer's Determination Template
8. Task Order Decision Document Template

Attachment 1

**FIRST
POINTS OF CONTACT
RESTRICTED SUITE (18 Contractors)**

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Unified Consultants Group
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Attachment 2

Sample Quality Assurance Surveillance Plan (QASP)

DOCUMENT WILL BE ADDED AT A LATER DATE

Attachment 3

SAMPLE

TASK ORDER ACQUISITION STRATEGY

Task Order Solicited under FIRST Multiple Award Task Order Contract (MATOC)

1. Short Name/Title of Requirement:

2. Brief Description of the Requirement:

a. **Summary of Requirements:** *(Scope and Objective of the requirement)*

b. **Have all services to be performed been fully described in the PWS so the full cost or price for the performance of the work can be established when the order is placed.**

☐ Yes ☐ No *(if no, why not)*

c. **Period of Performance Contemplated:** *(include options periods, if applicable)*

Phase-In Period:

Base Period:

1st Option Period:

2nd Option Period:

3rd Option Period:

4th Option Period:

Phase-Out Period:

d. **Independent Government Estimate:**

Item	Base Period	1st Option Period	2nd Option Period	3rd Option Period	4th Option Period	Total
Labor						\$ -
ODCs						\$ -
Travel						\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Basis of estimate: *(discuss how the IGE was developed, who developed it, what information was considered, what assumptions were included, discuss the composition of the ODCs, if included)*

If ODCs are included, are the ODCs clearly defined in terms of the nature of the ODCs and any limitations that may be placed on ODCs?

☐ Yes ☐ No (if no, why not)

Are the ODCs incidental to the performance of this task order?

☐ Yes ☐ No (if no, why not)

Are facilities included in the ODCs? ☐ Yes ☐ No

Will the Government directly reimburse the contractor for lease of the facilities? ☐ Yes ☐ No

Is IT included in the ODCs? ☐ Yes ☐ No

- **How will the IT be used?**
- **Who will retain property control?**

e. Funding:

- **Funding Source:** (Who will provide funding?)
- **Funding Type:** (What type of funding will be provided?)
 - ☐ Operations and Maintenance (Army)
 - ☐ Other _____
- **Funding Stream:** (Will each contract period be fully funded-if not, what is the contemplated funding stream?)
- **Available Funding:** (Is funding currently available – how much and what fiscal year?)

3. Which Task Area represents the preponderance of services required?

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Task 1: Plans |
| <input type="checkbox"/> | Task 2: Training |
| <input type="checkbox"/> | Task 3: Mobilization |
| <input type="checkbox"/> | Task 4: Security |
| <input type="checkbox"/> | Task 5: Human Resources |
| <input type="checkbox"/> | Task 6: Finance |
| <input type="checkbox"/> | Task 7: Material Management and Supply |

- ☐ Task 8: Services
- ☐ Task 9: Movements
- ☐ Task 10: Equipment Readiness and Maintenance
- ☐ Task 11: Billeting and Facilities
- ☐ Task 12: Information Management

4. **Is this a new requirement?** ☐ Yes ☐ No

If no, list the preceding order/contract number _____.

Was this requirement solicited and awarded under FIRST? ☐ Yes ☐ No

5. **Is the requirement presented in performance-based terms? (See FAR 37.601)**

a. **Performance Work Statement is presented in performance-based terms**

☐ Yes ☐ No (if no, has approval been obtained? see DFARS 237.170-2)

b. **Does the PWS have a Performance Requirements Summary?**

☐ Yes ☐ No – state reason why a PRS is not provided (e.g., cost type task order, non-performance-based requirement approved, etc)

Are the standards measurable? ☐ Yes ☐ No – include statement why they are not

Does the PRS specify procedures for reductions to the price of a fixed-price task order when services are not performed or do not meet contract?

☐ Yes ☐ No – include statement why not

Does the PRS include performance incentives where appropriate?

☐ Yes ☐ No – include statement why not

c. **Has a QASP been developed?**

☐ Yes ☐ No - include date when the QASP will be completed

d. **Will Government-Furnished Property be provided?** ☐ Yes ☐ No

If yes, have the requirements of FAR Part 45.3, DFARS 245.3 and Southern Region Implementation Memorandum (SRIM) 06-15 subject Divestiture of Government-Furnished

Equipment (GFE) with an Acquisition Cost of Less than \$5000 and Reporting Requirements complied with? ☐ **Yes – copy of D&F and approval attached**

6. **Contract type:** (include rationale if other than FFP selected – include the barriers to FFP)

- ☐ Firm Fixed Price
- ☐ Fixed Price – Level of Effort
- ☐ Labor Hour
- ☐ Labor Hour with Reimbursable Travel
- ☐ Time and Materials
- ☐ Cost Plus Fixed Fee
- ☐ Cost Plus Award Fee, **if CPAF, include as an attachment the AF Plan and AF Criteria**
- ☐ Other _____

Rationale for other than Firm Fixed Price:

7. **Additional Clauses/Terms and Conditions - The following clauses/terms will be added at the Task Order level:**

- ☐ FAR 9.5, Organizational and Consultant Conflicts of Interest
- ☐ FAR 52.217-8 – Option to Extend Services
- ☐ FAR 52.217-9 – Option to Extend the Term of the Contract
 - within ____ days;
 - ... at least ____ days;
 - ... shall not exceed ____ months.
- ☐ FAR 52.232-7, Payments under Time-and-Material and Labor-Hour Contracts
 - ... (a)(2) withhold amount is _____
- ☐ FAR 52.232-18, Availability of Funds
- ☐ **FAR 52.232-19, Availability of Funds for the Next Fiscal Year**
 -beyond the end date of each performance period**
- ☐ FAR 52.232-22, Limitation of Funds is applicable at the CLIN level
- ☐ FAR 52.232-28, Invitation to Propose Performance-Based Payments
- ☐ **FAR 52.232-32, Performance-Based Payments**
- ☐
- ☐
- ☐

8. **Bundling:** Do the requirements/acquisition approach meet the definition of “bundled contract?” (see FAR 2.101)

- ☐ Yes (see attached approvals) ☐ No

9. **Contract Consolidation:** Do the requirements/acquisition approach meet the definition of “contract consolidation?: (see DFARS 207.170)

☐ Yes (see attached approvals) ☐ No

10. **Fair Opportunity:**

- ☐ Fair Opportunity will be provided to all FIRST contractors
☐ Fair Opportunity will **not** be provided (see attached for justification)
- ☐ FAR 16.505(b)(2)(i) Urgency
☐ FAR 16.505(b)(2)(ii) One Source – Unique or highly specialized services required
☐ FAR 16.505(b)(2)(iii) Logical Follow-on
☐ FAR 16.505(b)(2)(iv) Satisfy Minimum Guarantee

11. **Personal vs. Non-Personal Service Determination:**

- ☐ Based on FAR 37.104(a) – the services are determined to be non-personal services
☐ Contractor personnel will NOT be supervised by government personnel

12. **Government In Nature Determination:**

- ☐ Based on FAR 37.104(a) – the services are determined to be non-personal services

13. **Contract Advisory and Assistance Services (CAAS):**

Do the services meet the definition of CAAS?

☐ Yes (see attached approvals) ☐ No

If CAAS, is the period of performance 5 years of less? (see FAR 16.505 (c)) ☐ Yes

14. **Services have been authorized:** (see Secretary of the Army memorandum, subject: Army Policy for Civilian Hiring and Initiation/Continuation of Contracts for Service Personnel – 23 Feb 2006) ☐ Yes – see attached approval

15. **Does the Service Contract Act apply per FAR 22.10?**

☐ Yes (Wage Determination No. _____ will be included in the TO) ☐ NO

16. **Organizational Conflict of Interest:**

Have OCI implications been clearly identified in the PWS ☐ Yes ☐ N/A

Has the requirement for submission of an OCI plan been included in the TOR?

☐ Yes

17. **Options:** Do you intend to include options?

☐ Yes (see attached D&F for inclusion of options) ☐ No

18. **Evaluation Plan:** *(Describe the evaluation approach and criteria)*

– **Basis of Award:**

– **Evaluation Criteria:**

The Contracting Officer will consider the evaluation information and determine which contractor the task order will be awarded to.

If an individual other than the Contracting Officer will determine the task order award, include rationale to support this decision.

19. **Certified Cost and Pricing Data:** The labor rates set forth in the FIRST contracts were evaluated as part of the evaluation for the basic contract award. As such, they were found to be fair and reasonable based upon adequate competition. Certified cost and pricing data should not be required, except for extreme situations.

Do you intend to obtain certified cost and pricing data:

☐ Yes ☐ No

If yes – include a statement that defines the reason why

20. **Contract Administration Approach:**

Contracting Officer Representative:

- **CORs have been nominated** ☐ Yes ☐ No

- **COR qualifications have been reviewed and determined to be appropriate for this acquisition** ☐ Yes ☐ No

Who will perform contractor surveillance?

Contracting Officer Representative:

- **CORs have been nominated** ☐ Yes ☐ No

- **COR qualifications have been reviewed and determined to be appropriate for this acquisition** ☐ Yes ☐ No

Who will perform task order administration?

20. Within Scope Determination: The nature of the requirements of this task order have been reviewed and are determined by the Contracting Officer listed below to be within the scope, ordering period, contract ceiling (maximum value) and terms and conditions of the FIRST MATOC.

20. Task Order Acquisition Strategy Prepared By:

Contract Specialist Date

21. Reviews and Approvals:

Contracting Officer Date

Legal Counsel Date

Date

Attachment 4

Request for Task Order Response (TOR) Template

TOR Number: _____
(Revision No. _____)

Date of Issue: _____

Description of Services: *Enter title of the task order*

Location of Services: *Enter the primary place of performance – if multiple locations indicate See Task Order PWS*

Closing Date/Time: *Enter the date/time for receipt of responses to this TOR*

Dear FIRST Partner:

This is a Request for Task Order Response (TOR) for services to be provided under the Field and Installation Readiness Support (FIRST) IDIQ. A review of the task requirements has been conducted, and it has been determined that the preponderance of work falls within the:

- ☐ Restricted Suite - Task Area _____
☐ Unrestricted Suite - Task Area _____

Fair opportunity is herewith provided to all contract holders within the above stated suite. The Government intends to award a single task order as a result of this TOR to the quoter that can fulfill all requirements of this TOR and the Performance Work Statement (PWS). Responses that are for less than the full requirements will be rejected and will not be evaluated.

Your response must be in full compliance with the instructions in this TOR and your basic contract. The response (to include price/cost) shall be valid for sixty (60) calendar days. Please ensure that you have read the attached documents, and then submit your response by the date and time indicated above. In addition to this letter, this TOR includes the following exhibits:

In addition to this letter, this TOR includes the following exhibits:

- ☐ Attachment 1 - Additional Terms and Conditions of this Task Order, with
☐ Exhibits for Organizational Conflicts of Interest (1-A)
- ☐ Attachment 2 - Instructions for submitting your response (2-A), Evaluation Criteria (2-B), Basis for Award (2-C) and Pricing Schedule (2-D)
- ☐ Attachment 3 – Performance Work Statement

☐ **Attachment 4 – Service Contract Act information**

☐ **Wage Determination Number** _____
(Incorporated by ☒ **Reference** ☐ **Attachment**)

Task Order Type: The Government contemplates award of the following task order type:

- ☐ Firm Fixed Price
☐ Labor Hour
☐ Labor Hour with Reimbursable Travel
☐ Time and Materials
☐ Cost-Plus-Fixed Fee
☐ Cost-Plus-Award Fee
☐ Other Arrangement: _____

Period of Performance:

Phase In Period	
Base Period	
Option Period One	
Option Period Two	
Option Period Three	
Option Period Four	

Responses may be delivered by mail, special delivery, in person, or electronically (e-mail only). E-mail responses are preferred. Electronic submissions are subject to the following constraints:

- **E-mail file may not be larger than 10 Mega Byte (MG) (applicable to e-mail submission only).**
- **Government security systems will delete e-mail enclosures or attachments with the following extensions; ensure that your response contains none of the following:**
.ace *.ad* *.asp* *.bas* *.bat* *.b64* *.bhx* *.bin* *.ceo* *.ce0* *.chm* *.cmd*
.com *.cpl* *.crt* *.dbx* *.dll* *.dot* *.e x e* *.eml* *.exe* *.hlp* *.hqx* *.hta*
.htm *.inf* *.ins* *.isp* *.js* *.lnk* *.mdb* *.mde* *.mp3* *.mim* *.mpe* *.mpg*
.msc *.msi* *.msp* *.mst* *.nch* *.ocx* *.pcd* *.pi* *.rar* *.reg* *.scr* *.sct*
.shb *.shs* *.url* *.uu* *.uue* *.v b s* *.vb* *.vs* *.wab* *.wma* *.wmi* *.wmv*
.wsb *.wsc* *.wsf* *.wsh* *.xxe* *.zip*
- **Quoters are responsible for submitting responses to reach the Government office designated below by the time specified in this TOR.**
- **Any response received after the date/time specified for receipt of offers is “late.”**

It is the responsibility of the quoter to ensure that its response is received in a timely manner. Return response to the following:

Directorate of Contracting

Attn: {Insert Name}

Building {Insert Number, Mailstop, Room Number}

{Insert Number and Street}

{Insert City, State, Zip Code}

Email –

Phone –

Fax Number

Questions regarding this TOR should be directed to _____.

Sincerely,

Contracting Officer

Attachment 1 - Additional Terms and Conditions

In addition to the clauses in the FIRST contract, the following apply to this order:

- ☐ **FAR 9.5, Organizational and Consultant Conflicts of Interest**
- ☐ **FAR 52.217-8 – Option to Extend Services**
- ☐ **FAR 52.217-9 – Option to Extend the Term of the Contract**
 - within [] days;
 - ... at least [] days;
 - ... shall not exceed [] months.
- ☐ **FAR 52.232-7, Payments under Time-and-Material and Labor-Hour Contracts**
 - ... (a)(2) withhold amount is [] which will be withheld ☐ annually; ☐ on each invoice until the total amount of [] is withheld; or ☐ other - [].
- ☐ **FAR 52.232-18, Availability of Funds**
- ☐ **FAR 52.232-19, Availability of Funds for the Next Fiscal Year**
 -beyond 30 September of each fiscal year included in the period of performance
- ☐ **FAR 52.232-22, Limitation of Funds is applicable at the CLIN level**
- ☐ **FAR 52.232-28, Invitation to Propose Performance-Based Payments – quoters are invited to propose a payment schedule with their response. This schedule will be formalized and included in the resulting task order.**
- ☐ **FAR 52.232-32, Performance-Based Payments**
- ☐ **DFARS 252.232-7004, DoD Progress Payment Rates**
- ☐ **FAR 52.237-1, Site Visit**
- ☐ **FAR 52.246-4, Inspection of Services – Fixed Price**
- ☐ **FAR 52.246-6, Inspection – Time and Materials and Labor-Hour**
- ☐ **DFARS 252.232-7007, Limitation of Government’s Obligation**

(a) Contract line item(s) *_through_*are incrementally funded. For these item(s), the sum of \$*_of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ *
(month) (day), (year)	\$ *
(month) (day), (year)	\$ *
(month) (day), (year)	\$ *

(End of clause)

ALTERNATE I (MAY 2006).

If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Contract line item ____*____ is incrementally funded. The sum of \$_* is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

* **To be inserted after negotiation.**

☐ Support Requirements for Mobilization, Demobilization and GWOT: *(for use when pricing support on an hourly basis and specific support requirements are unknown; e.g., labor hour or time and materials)*

The PWS provides for support for mobilization, demobilization and GWOT. As such, support requirements will likely fluctuate over the period of the task order. Quoters shall base their proposal on the workload data and/or required levels of support as provided with the PWS. The contractor will be notified (typically 30 days prior to support requirements) of specific support requirements (schedule, level of support, type of support) as they occur. Funding to support requirements will typically be event-driven. Once the requirements are provided, the contractor will be required to provide a Rough Order of Magnitude (ROM) for the defined support and indicate any support concerns for consideration by the Task Order Contracting Officer. Support shall be provided within the billable labor rates included in the task order award.

☐ Fluctuation in Support Requirements: *(for use when pricing support on an hourly basis; e.g., labor hour or time and materials)*

The requirements of this Task Order may fluctuate over the life of the task order. Quoters shall base their proposal on the workload data provided with the PWS. The Government reserve the right to satisfy support requirements under this task order that vary up to 25% more than the

workload data and estimated quantities set forth in the price schedule represent. Support shall be provided within the billable labor rates included in the task order award. A separate task order modification will be executed to increase the estimated quantity. Increases in support requirements of up to 125% of the quantities set forth in the pricing schedule are considered to be within the scope of this task order.

☐ Variation in Estimated Quantity: *(for use when pricing support on a unit price basis; e.g., up armoring of vehicles)*

The quantities included in the price schedule are based upon predicted requirements. The Government reserves the right to satisfy support requirements under this task order that vary up to 25% more than the estimated quantities set forth in the price schedule represent. Support shall be provided at the unit prices included in the task order award. A separate task order modification will be executed to increase the estimated quantity. Increases in support requirements of up to 125% of the quantities set forth in the pricing schedule are considered to be within the scope of this task order.

Include other clauses as required by the nature of the task order

Attachment 2

2-A Instructions For Submitting Your Response

- a. When submitting your response for consideration, please ensure that all of the following items are submitted. Failure to do so could result in your response being rejected. Responses shall be presented in a manner that it clearly addresses the requirements of the Performance Work Statement for this Task Order and the Performance Requirements Summary. Responses that are overly verbose or include marketing material may distract from the evaluators ability to ascertain compliance with the TOR.
- b. The labor categories and rates proposed must be within those included in the FIRST contract the response is offered under. Quoters shall complete the table provided at Exhibit 1 to this TOR that clearly crosswalks the labor categories and rates proposed in response to this Task Order to the Pricing Matrix incorporated into the quoter's FIRST contract. Responses that include labor categories that are not included in the Pricing Matrix or labor rates that exceed the CAP rates listed in the Pricing Matrix will be rejected and not evaluated.
- c. In the event that travel is authorized in support of this task order, all travel charges shall be authorized in advance. Contractor travel charges will be invoiced in accordance with the current volume of the Government Joint Travel Regulations (JTR). Fee/profit on travel is not allowed.
- d. The length of the response is limited as identified below. Information submitted beyond limitations will not be evaluated and could be cause for rejection of the response.

<u>TOR Section</u>	<u>Page Limitation</u>	<u>Comments</u>
<input type="checkbox"/> Technical Response	25 pages including the following sections:	
<input type="checkbox"/> Staffing Plan	5 pages,	including staffing allocation table and qualifications statements
<input type="checkbox"/> Surge Plan	5 pages	
<input type="checkbox"/> Equipment/Material Plan	5 pages	
<input type="checkbox"/> Relevant past experience	2 pages	
<input type="checkbox"/> Management Response	10 pages including the following sections:	
<input type="checkbox"/> QC Approach	5 pages	
<input type="checkbox"/> Risk Identification/Risk Mitigation Plan	2 pages	
<input type="checkbox"/> Past Performance Information	2 pages	
<input type="checkbox"/> Price/Cost Response	10 pages,	including crosswalk to Pricing

Matrix

☐ Other - _____

e. **Wage Determination** **Revision** applies to this task order. Please review the Department of Labor (DOL) memorandum, dated 19 May 2006 (which can be found at www.wdol.gov/aam/AAM202.pdf) to ensure compliance with the new health and welfare fringe benefit rates for both the “low” and “high” benefit levels. All proposals to this Task Order must reflect the updated fringe benefit rates.

f. Your response shall include the following information: The Government

☐ **Technical Response:** Provide your technical approach to satisfying the requirements of the PWS. Discuss the unique aspects of the requirement (to include specific sections of the PWS), as applicable, and your approach to satisfying these requirements. Define the risks inherent in the requirement and/or your technical approach, as well as your risk mitigation plan.

☐ **Staffing Plan:** Resumes are not desired or required. Provide your plan to acquire and retain qualified personnel throughout the life of the task order. List personnel proposed by the sections of the PWS; include the labor categories and level-of-effort proposed per labor category for each of the PWS section. Include the qualification requirements you will impose for each position proposed and discuss how the personnel proposed satisfy these qualification requirements. In the event that cross-training/cross-utilization of personnel is proposed, discuss your approach to include how the qualification requirements of each of the positions included in the plan will be satisfied and how you plan to backfill positions identified for cross-training/cross-utilization. Discuss how the personnel proposed satisfy specific qualifications (to include security clearances) required by the PWS. Discuss the availability of the key personnel proposed.

☐ **Surge Plan:** The requirements identified in the PWS may surge (upward and downward) over the life of the task order. Provide your plan to address surge (upward and downward) requirements.

☐ **Equipment/Material Plan:** The Government will provide only the equipment/material stated in the PWS. Discuss your approach to provide additional equipment/material you deem necessary to satisfy this requirement. In the event that additional costs are required to fulfill equipment/material requirements, discuss in the cost/price section of your response. In the event that you desire to acquire the ‘excess’ property listed in the PWS (if offered by the

Government), discuss your acquisition plan and utilization plan in this section and the price/cost section.

- ☐ **Relevant past experience:** Discuss your experience (and that of your proposed subcontractor(s), as applicable) that you believe will enable you to satisfy the requirements of the PWS. Specifically discuss why you deem the experience to be relevant and of value to this requirement. Relevant experience of proposed personnel should be discussed under your staffing plan section. Discuss specific lessons learned or best practices developed that are relevant to this requirement.
- ☐ **Management Response:** Provide your management approach to satisfying the requirements of the PWS. In the event that subcontractors are proposed, discuss your communications and internal controls plan that will ensure successful satisfaction of the requirements. Discuss how you will update the Government and bring matters to the attention of the Government. Discuss your performance, schedule and cost/price control plans. Discuss how your ISO 9000 certification will be employed to satisfy the requirements of this task order. Discuss the need for and your approach to adding team members at the task order level to satisfy the unique requirements of this task order (as applicable).
- ☐ **QC Approach:** Discuss your specific plan to ensure the acceptable quality levels set forth in the Performance Requirements Summary and award fee plan (as applicable) are satisfied. Discuss the QC organization and objectivity of the QC organization to identify quality issues.
- ☐ **Risk Identification/Risk Mitigation Plan:** Identify risks you deem inherent to this task order and/or your approach. Present your risk mitigation plan and your confidence in your risk mitigation approach(es).
- ☐ **Past Performance Information:** Provide past performance information regarding the quality of past performance on other FIRST task orders.
- ☐ **Price/Cost Response:** The Government anticipates that adequate competition will facilitate the conduct of price analysis. As such, additional pricing information is requested as follows:
 - ☐ Complete the proposed CLIN structure/schedule provided herein.

- ☐ Provide fixed indirect rates that are applicable to the Travel, ODC and/or Material CLINs. Explain the basis for the rate(s) proposed. For purposes of this task order, fee is not allowable on travel.
- ☐ Provide your basis of estimate for the labor rates proposed (e.g., Wage Determination, locality index, build-up from floor rates, etc) for both Service Contract Act (SCA) exempt and SCA non-exempt positions. The quoter certifies that, by virtue of the submission of his price response, the labor rates proposed satisfies the requirement to pay no less than the minimum monetary wages and furnish the fringe benefits in accordance with the prevailing wage determination and/or collective bargaining agreement. See in this respect FAR 52.222-41, 52.222-43, and 52.222-44.
- ☐ Include a cross walk between the labor categories/rates proposed under this task order and the floor and ceiling rates provided in your FIRST contract. (See Exhibit 1 to this TOR)
- ☐ Provide your basis of estimate for material/travel proposed (unless the material and travel is included by the
- ☐ Provide your pass-through methodology and limitations in the event that major portions of the requirement are proposed to be satisfied by subcontractors. Discuss the basis for the pass through factor and conditions where the factor would be adjusted.
- ☐ Discuss the need and your approach to add additional team member(s) to satisfy the unique requirements of this task order. Demonstrate how the rates for personnel for the additional team member(s) fall within your pricing matrix.
- ☐ For cost-plus-fixed fee or cost-plus-award fee arrangements, include your proposed fee and the methodology for the fee proposed. (See FAR 15.404-4(c) (4) regarding fee limitations.
- ☐ In the event this is a time and materials or labor-hour task order type, develop a composite rate that will be used to establish the ceiling for each labor CLIN. The composite rate may be developed by any means you consider reflective of your technical approach (e.g., weighted average, straight average, other). Discuss the basis for the methodology used to develop the composite rate. Discuss the rationale for changes in the composite rate for each period of performance.
- ☐ In the event this is a time and materials or labor-hour task order type, include a table of ‘billable’ labor rates for each labor category proposed, for each period of performance listed in the task order.

This listing will be fixed for the life of the task order and will represent the maximum rates that may be billed and reimbursed.

☐ In the event this is a time and materials

☐ Other - _____

2-B Proposed CLIN Structure *tailor per the requirements of each task order*

For each Task Order period include the following CLINs:

LABOR ____ Months \$_____ \$_____
(for use with fixed price task orders when payment will be made on a monthly basis)

LABOR 5000 Hours \$_____ \$_____
(for use with labor hour and T&M arrangements where the government instructs the quoter to provide a composite rate to establish the CLIN and task order ceiling)

LABOR 1 LOT \$_____
Fixed Fee \$_____
Base Fee \$_____
Award Fee \$_____

(for use on cost-type arrangements – use only the fee lines applicable)

Travel 1 LOT \$ 5,000 \$ 5,000
Fixed Indirect rate _____ %

Materials 1 LOT \$10,000 \$10,000
Fixed Indirect rate _____ %
Total \$_____

Services per the TOR & PWS _____ Months \$_____ \$_____
(for use on firm fixed price task orders when payment will be made on a monthly basis)

The values for travel and materials set forth above are annual values and will establish the ‘pools’ for travel and materials (inclusive of the quoter’s proposed indirect costs) from which actual charges will be drawn from. The quoter shall include the hours/labor price proposed based upon the workload date provided in the PWS. *Tailor each task order as required*

2-C Basis for Award and Evaluation Criteria

The proposal evaluation and discussion procedures in Federal Acquisition Regulation (FAR) Part 15, Contracting by Negotiation, does not apply to this acquisition. Source selection will be

conducted in accordance with FAR Part 16, and supplements thereto. We will not establish a competitive range; conduct "discussions" with all responders within a competitive range, or request final proposal revisions ("best and final offers") from responders. After we have received responses, we may request additional oral or written information from one or more responders, but not necessarily from all responders. The Government may conduct discussions with only the highest rated offeror(s), and/or may conduct discussions with only the highest rated offeror as necessary to finalize information/price/cost prior to making an award.

- ☐ **The Government will employ a Lowest Price Technically Acceptable (LPTA) evaluation method for this requirement. The Government will award a single task order to the quoter whose response is technically acceptable and the lowest price.**

The Government will evaluate the offeror's technical proposal to determine whether it satisfies the requirements of the PWS and is executable as proposed. A determination will be rendered as to whether the technical proposal is evaluated as Acceptable or Unacceptable as follows:

- **Acceptable. Meets all specified minimum performance, capability, qualification, certification, education, and/or security requirements necessary for satisfactory order performance. Approach is sound and executable.**
- **Unacceptable. Does not meet one or more of the specified performance or capability requirements. One or more aspects of the proposal questions the executability of the approach(es) proposed.**

The Government will evaluate the price proposed for each CLIN and the total estimated price proposed. The Government will evaluate the price for award purposes by adding the total price for all options to the total price for the base period, and comparing the total prices proposed for all of the responses found to be technically acceptable. Price will not be evaluated on those responses found to be Technically Unacceptable.

The Government will evaluate the composition (basis) of the proposed composite rates (when composite rates are proposed) to determine whether the composite rates are realistic and represent the services that may be required under each Task Area. Unrealistically low composite rates or unbalanced responses may be cause to reject the offeror's proposal.

- ☐ **The Government will employ a Best Value Trade-Off evaluation method for this requirement **Need to tailor to the requirement.****

Attachment 5

Examples of Basis for Award/Evaluation Criteria

LOW-PRICE, TECHNICAL ACCEPTABLE: This example represents a labor-hour arrangement for a requirement that required support to unpredictable GWOT efforts. A portion of the effort was static. The Government provided historical and anticipated workload, and provided the number of hours per task area (inclusive of surge support to contingency operations) to establish CLIN ceilings per 52.232-7. Contractors were instructed to establish a 'composite' rate for purposes of establishing the ceiling of each CLIN. Contractors were also required to provide a labor category/rate table for purposes of billing.

Subject to the provisions contained herein, the Government intends to award a single Task Order resulting from the TOR, to the contractor whose proposal will provide the lowest price, technically acceptable response to satisfy the requirements of this TOR and the PWS. Responses that fail to address all of the requirements set forth in the TOR and PWS will be rejected.

The Government will evaluate the contractor's technical proposal to determine whether it satisfies the requirements of the PWS and is executable as proposed. A determination will be rendered as to whether the technical proposal is evaluated as Technical Acceptable or Technically Unacceptable as follows?

a. Acceptable. Meets all specified minimum performance, capability, qualification, certification, education, and/or security requirements necessary for satisfactory order performance. Approach is sound and executable.

b. Unacceptable. Does not meet one or more of the specified performance or capability requirements. An aspect of the proposal questions the executability of the approach(es) proposed.

The Government will evaluate the price proposed for each CLIN, and the total estimated price proposed. The Government will evaluate the composition (basis) of the proposed composite rates to determine whether the composite rates are realistic and represent the services that may be required under each Task Area. Unrealistically low composite rates or unbalanced responses may be cause to reject the offeror's proposal. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the base period, and comparing the total prices proposed for all of the responses found to be technically acceptable. Price will not be evaluated on those response found to be Technically Unacceptable.

The Government intends to evaluate proposals and award a Task Order without discussions with offerors. Therefore, the offeror's initial proposal should contain its best terms from a technical and price standpoint. However, the Government reserves the right to make clarifications, request revised proposals, or hold discussions, if later determined by the Contacting Officer to be necessary. The Government may reject any or all offers if such actions are in the public interest and/or waive informalities and minor irregularities in the submitted offers.

Attachment 6

Task Order Checklist (Submission One and Submission Two)

Each Ordering Office is required to submit documents to the ACASR PARC Staff for review of task orders for the dollar thresholds stated above, and for non-ACA organizations, pursuant to the terms of the FIRST Ordering Authority Letter. The Ordering Offices shall assemble two separate review submissions. Submission one must be received by the PARC Staff prior to release of the TOR to the contractors. Submission two must be received by the PARC Staff at least five working days prior to the award of the task order. These submissions should be forwarded electronically to the PARC Staff's designated FIRST Project Officer listed in Chapter 5, Paragraph B.

Submission one shall include the following documents:

- Request for Task Order Response (TOR) (Attachment 5)
- Performance Work Statement (PWS)
- Independent Government Estimate (IGE)
- Local legal review
- Contract Administration Plan
- Quality Assurance Surveillance Plan (QASP)

Submission two shall include the following documents:

- Task Order Decision Document (Attachment 8)
- A copy of the draft Task Order
- Local legal review of the draft task order and the task order decision document

The PARC Office reserves the right to request any additional documents it deems necessary to accomplish the review. Additionally, upon request, the PARC Staff reserves the right to review documents in submission one regardless of dollar value. Once the required documents are received, the PARC Staff will review the documents and provide an approval or guidance for immediate correction of documents or other viable alternatives to include amending the current request to the Ordering Office within seven (7) working days. The PARC Staff will endeavor to expedite each review as much as possible so as not to delay the FIRST procurement process.

Attachment 7

Contracting Officer's Determination Template

DOCUMENT WILL BE ADDED AT A LATER DATE

Attachment 8

Task Order Decision Document Template

DOCUMENT WILL BE ADDED AT A LATER DATE